

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is **<http://www.gsaadvantage.gov>**

SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

FSC GROUP: D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE ; D302 IT AND TELECOM- SYSTEMS DEVELOPMENT; D306 IT AND TELECOM- SYSTEMS ANALYSIS; D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE; D308 IT AND TELECOM- PROGRAMMING; D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP; D311 IT AND TELECOM- DATA CONVERSION; D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM); D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT; D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION; D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

CONTRACT NUMBER: GS-35F-440BA

CONTRACT PERIOD: July 18, 2014 to July 19, 2019

For more information on ordering from Federal Supply Schedules click on the **GSA Schedules** [link](http://www.gsa.gov) at www.gsa.gov

CONTRACTOR:

Compitss, Inc.
1000 Business Center Cir Ste 107
Newbury Park, CA 91320
Phone number: 805-823-2286
Fax number: 805-823-4433
www.compitss.com
al@compitss.com

CONTRACTOR'S ADMINISTRATION SOURCE:

Annamalai Lakshmanan

BUSINESS SIZE:

Woman Owned Small Business
SBA Certified Small Disadvantaged business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132 51	Information Technology Professional Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: Not Applicable

1c. HOURLY RATES:

SIN	Service Proposed	Prices offered to GSA
132-51	IT Sr. Developer	\$77.41
132-51	Programmer Analyst	\$63.69
132-51	IT Project Administrator **	\$52.27
132-51	IT SAP Functional Consultant	\$107.78

**This labor category cannot be sold as a standalone service.

2. MAXIMUM ORDER: \$500,000

3. MINIMUM ORDER: \$100.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.

5. POINT(S) OF PRODUCTION: Not Applicable

6. DISCOUNT FROM LIST PRICES: 2.75%; Prices shown are GSA NET, discounts deducted.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30 Days

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: Not Applicable

11a. TIME OF DELIVERY: TBD @ Task Order Level

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

- 12. FOB POINT:** Destination
- 13a. ORDERING ADDRESS:** 1000 Business Center Circle Suite 107 Newbury Park, CA 91320
- 13b. ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 14. PAYMENT ADDRESS:** 1000 Business Center Circle Suite 107 Newbury Park, CA 91320
- 15. WARRANTY PROVISION:** SCW
- 16. EXPORT PACKING CHARGES:** Not Applicable
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Not Applicable
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not Applicable
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not Applicable
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Not Applicable
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not Applicable
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable
- 24b. Section 508 Compliance for EIT:** Not Applicable
- 25. DUNS NUMBER:** 003958724
- 26. Contractor has an active registration in the SAM database**

Job Descriptions

Job Title	Detailed Position Description and functional responsibilities	Min Years of Experience	Min Education
IT Sr. Developer	The position requires serving as the lead in developing software tailored to clients' specifications and managing a team of engineers. Designing, testing and coding new software, in addition to being able to provide supporting documentation, is required. Continual renement of developed programs may be necessary.	Eight (8) years complex software systems for one or more computer operating systems, in addition to a background in team management.	A Bachelor's degree with experience may be used in lieu of a Master's.
Programmer Analyst	Installs, generates, maintains, tests, and debugs system software programs. Develops instructions for use of operating system software and modify and maintains system software. Prepares documentation	Two (2) years' experience applied to software systems	Bachelor's degree in Computer Science, related degree
IT Project Administrator	Support to technical and management-level personnel. This includes, but is not limited to, documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, etc. May perform other duties as assigned.	Two (2) years of general experience	High School Diploma
IT SAP Functional Consultant	This position requires a candidate who is capable of functioning as the architect of overall mission critical transaction processing systems. This position may involve the supervision and mentoring of other developers. In addition, this candidate may be tasked with analyzing and designing non-traditional solutions to enable the development of efficient, maintainable systems.	This position requires a minimum of eight (8) years' experience	A Bachelor's degree with experience may be used in lieu of a Master's.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors,

subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e) (3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.